

LESTER & ASSOCIATES, P.C.
Attorneys at Law
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**CHAPTER 11 RETAINER AND REPRESENTATION
AGREEMENT**

The undersigned, 61 LEX & PARK RESTAURANT, INC., Debtor herein, retains and employs Lester & Associates, P.C., Attorneys at Law, to represent the debtor the debtor in a case to be initiated under Chapter 11 of the Bankruptcy Code. The legal services to be rendered by Lester & Associates, P.C., are as follows (1) preparation and filing of a petition, Schedules, Statement of Financial Affairs and Statement of Executory Contracts; (2) attendance at all meetings of Creditors, Hearings, Pretrial Conferences, and trials in the case or any litigation arising in connection with the case, whether in State or Federal Court; (3) preparation, filing and presentation to the Court of any pleadings requesting relief; (4) preparation, filing and presentation to the Court of a Disclosure Statement and Plan of Arrangement under Chapter 11 of the Bankruptcy Code; (5) review of claims made by creditors or interest parties, preparation and prosecution of any objections to claims as appropriate; and (6) preparation and presentation of a final accounting and motion for a final decree closing the bankruptcy case.

In consideration of the legal services to be rendered to 61 LEX & PARK RESTAURANT, INC., by Lester & Associates, P.C., 61 LEX & PARK RESTAURANT, INC., agrees to pay to Lester & Associates, P.C., on or before July 1, 2010, or the date a petition is filed on behalf of 61 LEX & PARK RESTAURANT, INC., whichever is sooner, the sum of Fifteen Thousand (\$15,000.00) Dollars, in cash or by cashier's check as a retainer .

The undersigned understands and agrees that services rendered to the debtor will be charged and billed at an hourly rate of \$350.00 for Partners, \$200.00 for Associates, and \$90.00 for Legal Assistants.

The undersigned further understands and agrees that the hourly rate for court appearances will be charged and billed at an hourly rate of \$350.00 for Partners and \$200.00 for Associate Attorneys.

It is understood that the debtor, 61 LEX PARK & RESTAURANT, INC., bears the responsibility for all postage incurred relating to his Chapter 11 filings and that the debtor will escrow enough funds to cover postage for required mailings.

The undersigned understands and acknowledges that no guarantees of any specific result have been made by Lester & Associates, P.C., and acknowledges and agrees that Lester & Associates, P.C., will utilize their best efforts to obtain approval and confirmation of a plan of reorganization or arrangement under Chapter 11 of the Bankruptcy Code, but that Lester & Associates, P.C., make no warranty or guaranty of approval or confirmation of such plan.

Signed and agreed to on July 1, 2010.



PAULO OLIVEIRA, PRESIDENT